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**THIS DOCUMENT HAS BEEN DISTRIBUTED ELECTRONICALLY USING THE COMM-PASS SYSTEM. IT IS THE RESPONSIBILITY OF EVERY BIDDER TO CHECK MODIFICATIONS TO SOLICITATIONS FOR WHICH THEY INTEND TO BID. THE COMMONWEALTH OF MASSACHUSETTS AND ITS SUBDIVISIONS ACCEPT NO LIABILITY AND WILL PROVIDE NO ACCOMODATION TO VENDORS WHO SUBMIT A BID BASED UPON AN OUT-OF-DATE SOLICITATION DOCUMENT. POTENTIAL BIDDERS ARE ADVISED TO CHECK THE “LAST CHANGE” FIELD ON THE SUMMARY PAGE OF SOLICITATIONS THEY INTEND TO BID UPON TO ENSURE THAT THEY HAVE THE MOST RECENT SOLICITATION FILES.**

**THE BIDDER MAY NOT ALTER THIS DOCUMENT OR ITS COMPONENTS EXCEPT FOR THE PORTIONS INTENDED TO COLLECT THE VENDORS RESPONSE. MODIFICATIONS TO THE BODY OF THIS DOCUMENT, OR WHICH CHANGE THE INTENT OF THE SOLICITATION ARE PROHIBITED. ANY MODIFICATIONS OTHER THAN WHERE THE VENDOR IS PROMPTED FOR A RESPONSE WILL DISQUALIFY THE BID.**

# *Request for Proposals*

## COMMONWEALTH OF MASSACHUSETTS TELECOMMUNICATIONS LEASING PROJECT WESTERN MASSACHUSETTS HOSPITAL, WESTFIELD

**November 12, 2003**

### **Office of Real Estate**

Commonwealth of Massachusetts  
Division of Capital Asset Management and Maintenance  
One Ashburton Place – 15<sup>th</sup> Floor, Boston, Massachusetts 02108-1511  
(617) 727-8090 X 508

The Commonwealth makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP. This RFP (including all attachments and supplements) is made subject to errors, omissions, additional changes in, including changes in lease or conditions, and different interpretations of, laws and regulations. Prospective tenants should undertake their own review and analyses concerning physical conditions, utilities, environmental conditions, applicable zoning, required permits and approvals, and ownership and other legal considerations. This RFP may be withdrawn without prior notice.

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## **SECTION 1 INTRODUCTION**

### **Invitation to Bid**

The Commonwealth of Massachusetts ("Landlord"), acting through its Division of Capital Asset Management and Maintenance ("DCAM") and Department of Public Health ("DPH"), have been authorized by the Asset Management Board to enter into long-term, non-exclusive leases whereby FCC-licensed wireless-telecommunications-service-providers or facilities-management companies may lease designated areas/structures located at The Western Massachusetts Hospital in Westfield for the purpose of installing and operating telecommunications antennas and equipment.

Landlord is making the area at the hospital that is currently occupied by a water tower (hereafter the "Site") available for lease.

- The proposer that is selected pursuant to this Request for Proposals (this "RFP") will be permitted to erect a monopole and construct the associated equipment necessary to operate a telecommunications facility at the Site and will be required to demolish and remove the existing water tower as a condition to the lease in accordance with all prevailing wage laws. The selected proposer is hereafter referred to as "Tenant." Tenant will also be permitted to sublease or to license to other telecommunications companies space on any telecommunications monopole it installs on the condition the rent paid by Tenant shall increase with the addition of each subtenant and licensee. Each proposer is required to submit, as part of the proposer's proposal, an estimate of the rent increase that is anticipated as a result of any sublease and/or license. In considering design options, a stealth installation is encouraged but not required in the sole discretion of Landlord.

The purpose of this RFP is to provide for the leasing of the Site in an open, fair, competitive process that will serve the citizens of the Commonwealth of Massachusetts.

### **Process**

The selection process involves the submission of leasing proposals responsive to this RFP, review of proposals by DCAM and DPH, interviews of one or more proponents at DCAM's sole option, provisional designation of a proposer or proposers by DCAM with acceptance of application fee, and execution of a Lease Agreement. DCAM reserves the right to reject all proposals or to solicit further offers from the proposing parties if it deems such action to be in the best interest of the Commonwealth.

**This RFP shall remain “open” from November 12, 2003 at 12:01 AM, until December 10, 2004 at 3:00 PM. Proposals must be received by DCAM at the address for submissions specified in this RFP no later than 3:00 PM on the earliest unexpired *Submission Deadline Date* set forth below:**

**December 19, 2003**

**January 23, 2004**

**March 12, 2004**

**June 11, 2004**

**September 17, 2004**

**December 10, 2004**

**Proposals received by DCAM later than 3:00 p.m. on the pertinent *Submission Deadline Date* shall be rejected and deemed non-responsive, refused and returned to the respective proposers.**

**Telecopied or electronically mailed proposals will not be accepted. Please refer to Section 5 in this RFP for the proposal submission requirements.**

The preparation and submission of any proposal by any person, group, or organization is totally at the expense of such person, group or organization.

This RFP and any amendments hereto will be posted on the Commonwealth of Massachusetts' website at [www.comm-pass.com](http://www.comm-pass.com).

## **Terms**

Tenant will be required to obtain all permits and approvals required to operate the Site and to install, operate, and maintain its antennas and related equipment.

Prospective proposers should undertake their own review and analyses concerning physical conditions, utilities, environmental conditions, applicable zoning, required permits, approvals, and other legal requirements. Proposers are subject to the local and municipal zoning and permitting processes.

## **SECTION 2 PROJECT DESCRIPTION**

Pursuant to the authority granted to it by a vote of the Asset Management Board dated September 30, 2002, DCAM is making available for lease on a non-exclusive basis to a FCC-licensed wireless-telecommunications-service-provider or facilities-management company the area currently occupied by the water tower at the Western Massachusetts Hospital located in Westfield, Massachusetts, for the purpose of erecting a monopole and constructing the associated equipment necessary to operate a telecommunications facility. See the Location Plan attached as Appendix A. The permitted use under this lease

shall be the installation, operation and maintenance of wireless telecommunications antennas and associated equipment.

The term of the lease will be ten years, with two options to extend of five years each, at Landlord's sole discretion. The lease (the "Lease") shall include terms and conditions acceptable to DCAM, including, but not limited to, those outlined in Section 4, Lease Information and Guidelines.

The Tenant will be required to completely demolish and remove the existing water tower as a condition to the lease in conformance with all prevailing wage laws.

One proposer will be selected as Tenant at the Site. Upon lease execution, the proposer will be required to make a minimum deposit equal to three month's rent. The Lease rent will be payable annually, in advance, provided that Tenant will be given up to six months to design, permit and construct the Site before the obligation to pay rent commences.

Proposers should note that Landlord will not provide or maintain an equipment shelter or cabinet at the Site. This will be the responsibility of Tenant. If Tenant is permitted to enter into a sublease, license, or other agreement with any additional wireless entity for the placement of equipment upon the Site, each such additional wireless entity shall be required to provide its own equipment shelter or cabinet within the Site. The Western Massachusetts Hospital is an active public-health hospital. Landlord shall have the right to terminate the Lease or to require Tenant to relocate its equipment, if feasible, if Landlord determines, in the future and in its sole discretion, that the telecommunications equipment at the Site will interfere with the operations of the Site as a hospital or is considered harmful to the health of visitors, patients or staff.

In its selection of a proposal, DCAM reserves the right to seek clarification of information supplied, to waive portions of the RFP, to waive any informalities in proposals, or to reject any and all proposals and to reject portions of proposals and to select another proposal(s) or to issue a new RFP, for any reason deemed appropriate by Landlord in order to serve the best interests of the Commonwealth.

### **SECTION 3    *SITE INFORMATION***

#### **Available Site**

The Site includes the area currently occupied by the water tower. Proposers will be permitted to erect a monopole and construct the associated equipment necessary to operate a telecommunications facility at the Site and will be required to demolish and remove the existing water tower as a condition to the lease. Descriptions of the Site are presented in Appendix A.

## ***Zoning***

Tenant will be required to comply with applicable zoning by-laws and to obtain all necessary permits and approvals. The Commonwealth makes no representations regarding the applicability of local zoning by-laws to the proposed use of a Site.

The burden is on each proposer to independently identify, verify, and analyze the applicability of all such by-laws and the necessity of all such permits and approvals.

## ***MEPA – Massachusetts Environmental Policy Act***

Each proposer must independently identify and confirm any MEPA requirements for the proposer's proposal. Tenant will be required to sign the form of MEPA agreement, as an attachment to the lease, that is attached to this RFP as Appendix D.

## ***Utilities***

The Commonwealth makes no representation whatsoever regarding the availability of any utility service at the Site. Tenant, at its sole cost and expense, must arrange for the installation of all necessary utility infrastructure and must contract directly with utility service providers for utility services at the Site. All utilities must be separately metered.

## ***Permitting, Approvals and Other Conditions***

The Site is offered for lease "AS IS," and subject to any change in the condition of such Site prior to the Lease commencement date. Landlord is not required to make any repairs or improvements to any portion of the Site before or during the term of the Lease.

Prospective proposers should undertake their own review and analysis concerning physical conditions, utilities, environmental conditions, applicable zoning by-laws, required permits and approvals, and other legal requirements.

Each proposer must independently confirm environmental and site conditions. The Commonwealth makes no representations or warranties, express or implied, regarding the environmental condition of the Site or any portion of this hospital, including, without limitation, the presence or potential presence of environmental hazards, pollutants, or contaminants within any structures or in the underlying land.

Proposers must also conduct their own feasibility tests to determine whether they can utilize the Site for their particular equipment and operations. No warranties or representations, express or implied, are made concerning the suitability of the area currently occupied by the water tower or any other portion of the Site for the purposes contemplated by the proposer.

Proposers must also obtain written confirmation by the town of Westfield and any other governmental authorities having jurisdiction, that their equipment and operations will not interfere with the any public-safety communications system.

Proposers will be given access to the Site prior to the submission deadline so they may examine the area currently occupied by the water tower and conduct feasibility tests. Any prospective proposer wishing to conduct on-site tests prior to proposing will be given an opportunity to do so, provided that such proponent shall notify DCAM in writing its desire to conduct such testing and shall submit certificates of insurance naming the Commonwealth as co-insured, as required by Appendix E. All such testing must be completed on or before exactly one week before the pertinent *Submission Deadline Date* with time expressly of the essence.

#### **SECTION 4 LEASE INFORMATION AND GUIDELINES**

The Commonwealth reserves the right to negotiate any and all aspects of the proposed lease terms and conditions, including rent, if in the opinion of Landlord it is in the best interest of the Commonwealth to do so.

The lease shall include terms and conditions acceptable to Landlord, including but not limited to, the following:

1. Premises will be used for installation, operation, and maintenance of telecommunications equipment including the installation of a monopole of a design acceptable to Landlord and any permitting authorities.
2. Premises are offered on an “as is” basis.
3. Tenant must demolish the existing water tower in compliance with all prevailing wage laws and completely remove it from the Site at its own cost and expense prior to building any new structure at that site.
4. The lease will be a “triple-net” lease. Tenant shall be responsible for and pay for all costs in connection with operating and maintaining the Premises.
5. Tenant shall have 24-hours-a-day, seven-days-a-week access to the property, provided that Tenant agrees to comply with all security-access-notification requirements as Landlord shall designate.



6. The initial lease term will be ten years with an option to extend at Landlord's sole discretion for two five year terms.
7. The option to extend may not be exercised if Tenant is in default.
8. The rent will include an annual escalator clause of no less than 4% per annum.
9. The rent will be paid annually in advance.
10. The rent will commence within six months of lease execution. A deferral of the commencement of rent may be granted at the option of Landlord.
11. A minimum deposit equal to four months rent shall be required at lease execution. No portion of the security deposit shall be applied to rent.
12. If the telecommunications use interferes with the current use as a hospital or with any future redevelopment or change in use at the hospital site, the telecommunications equipment will be relocated or removed.
13. If Tenant's operations violate any public health standard or are deemed to be injurious by Landlord to the public health and Tenant does not remedy such, then Landlord may have the option to terminate the lease upon 24 hours notice.
14. Tenant shall comply with all federal, state, and local laws, FCC regulations, codes, and ordinances affecting the property (including payment of federal, state, and local taxes).
15. The lease shall contain an Equipment Plan which shows clear descriptions of the site uses.
16. Tenant shall disclose the names of all persons with a direct or indirect beneficial interest in the lease and shall certify compliance with all tax and employment security contribution laws of the Commonwealth.
17. Tenant shall comply with all laws, rules, and regulations prohibiting discrimination.
18. Tenant shall agree not to store, transport, release, or dispose of any Hazardous Substances at the site, except as required for permitted uses (e.g., in the case of a battery), and Tenant assumes responsibility

for performing according to all applicable federal, state and local laws, regulations and requirements.

19. Tenant agrees to sign a MEPA agreement as an attachment to the lease.
20. Upon expiration or termination of lease, Tenant shall remove equipment and restore the premises to their condition as of the lease commencement date.
21. Tenant shall not assign this lease. Any transfer, which directly results in a change of control in the ownership of Tenant, such as, by way of example only, and not by way of limitation, a transfer of greater than 50% of the common shares of Tenant, if a corporation, shall be deemed an assignment, and therefore subject to Landlord's consent, in its sole discretion.
22. Subleases and/or licenses will be permitted and encouraged, provided that the rent paid by Tenant shall increase in an amount or in amounts mutually agreed upon by Landlord and Tenant, for each additional installation, and further provided that each sublicense and license shall be subject to the prior, written, unconditional approval of Landlord. In the event of any sublease or license, Tenant agrees to act as Site Manager. Minimum rent for each sublease and minimum fees for each license shall be pro-rated if any portion of their term of lease is less than 12 months.
23. Site Management responsibilities include but are not limited to bearing the costs of permitting, installing, establishing, constructing, preparing, repairing, maintaining, and securing, as the case may be, the monopole and any other structures, the leased area and the telecommunications equipment on site.
24. Such other lease terms and conditions may be included in the final document executed by the Landlord and Tenant. Landlord reserves the right to negotiate any and all aspects of the proposed leases terms and conditions if in the opinion of Landlord it is in the best interest of the Commonwealth to do so.

## **SECTION 5 SUBMISSION REQUIREMENTS**

The Commonwealth seeks proposals from any wireless-telecommunications-service-provider or facilities-management company that is licensed by the United States Federal Communications Commission to provide wireless-telecommunications service to the general public. Proposers must be capable of successfully performing the obligations of Tenant under the Lease. All proposals must include the information and materials described here which are required as

a condition of any proposal being considered. Any proposal(s) not meeting these submission requirements will be rejected in the sole discretion of Landlord.

***Submission Deadline***

This RFP shall remain “open” from November 12, 2003 at 12:01 AM, until December 10, 2004 at 3:00 PM. Proposals must be received by DCAM at the address for submissions specified in this RFP no later than 3:00 PM on the earliest unexpired ***Submission Deadline Date*** set forth below:

December 19, 2003

January 23, 2004

March 12, 2004

June 11, 2004

September 17, 2004

December 10, 2004

The original proposal plus two complete copies of the proposal with all required documents must be sealed in an envelope or some other secure package and received by DCAM no later than 3:00 p.m., on the pertinent ***Submission Deadline Date***, at the address shown below. The envelope or package must bear a return name and address and be marked as shown in the example below:

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Proposer's Name

Proposer's Return Address

**DO NOT OPEN UNTIL 3PM EST on (insert Submission Deadline)SEALED**

**PROPOSAL** – Public Health Telecommunications Project

Re: Western Massachusetts Hospital – Westfield

Division of Capital Asset Management and Maintenance

One Ashburton Place 15<sup>th</sup> Floor

Boston, MA 02108-1511

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**The following requirements will be strictly enforced:**

**The proposal must be in a sealed inner envelope addressed and marked as shown above.**

**An original proposal along with two copies must be submitted.**

**If sent via Express Mail, Federal Express or similar overnight courier, the proposal must be in a sealed inner envelope addressed and marked as shown above.**

**Proposals received by DCAM later than 3:00 PM on the pertinent *Submission Deadline Date* shall be rejected and deemed non-responsive,**

**refused and returned to the respective proposers.** Proposals will be time stamped by DCAM as they are received and DCAM's time stamp will be controlling. If delivered late, in person delivery will be refused. If delivered late by mail, each such late proposal will be returned to its respective sender.

Proposals will be opened at 3 PM EST in the offices of DCAM on the *Submission Deadline Date* for which they are marked.

DCAM will not accept any information or materials submitted after the *Submission Deadline* unless said information or materials are provided in response to DCAM's written request for such information or materials.

These requirements will be strictly enforced. Proposers are cautioned to hand-deliver their proposals or allow sufficient time for their proposals to be received by mail or other delivery service, particularly given the increased security in entering the building.

Telecopied or electronically mailed (emailed) proposals will not be accepted.  
The DCAM time stamp shall be conclusive and dispositive as to the timeliness of the receipt of a proposal.

### ***Contents of Proposal***

**All proposals must include the following materials and information and must satisfy the following requirements:**

**1. Proposal Cover Sheet**

The proposal must include a completed and signed Proposal Cover Sheet. (Appendix B).

**2. FCC License**

The proposal must include a copy of the proposer's current FCC license.

**3. Rent Proposal**

The proposal must include a completed Rent Proposal Form (Appendix C). The Proposal must include a written description of the proposer's plans to sublease or license space on any monopole installed by the proposer, including an estimate of the number of subleases and/or licenses contemplated and the rent increase proposed for each the sublease or license.

**4. Application Fee**

An application fee of \$5,000, in the form of a company check of the proposer, must be included with the proposal. If the proposal is accepted, the fee will become non-refundable. If the proposal is rejected, the check will be returned to the proposer.

## **5. Description of Proposed Installation**

- The proposal must include a narrative describing the proposed installation, including identification of all telecommunications equipment to be installed at the site, the location of that equipment, design plans, proposed utility services, and other pertinent data. The proposal must include a description of the commercial purpose for which the equipment is used.
- The proposal must include a statement describing the site-management approach relative to subleases or licenses that are anticipated by the proposer. The statement should include whether the proposer plans to co-locate or to construct on behalf of a subtenant or licensee.
- The proposal must include a diagram of the proposed monopole installation with a photograph or drawing of the other equipment. In considering design options, a stealth installation is encouraged but not required in the sole discretion of Landlord.
- The proposal must include a statement that explains the method of demolition and removal schedule of the existing water tower and acknowledges this as a condition to the lease.
- The proposal must include a completed "Schedule of Equipment and Uses."

## **6. Project Financing**

The proposer must provide a statement of the proposed method of financing the project. Financing information must be sufficient to demonstrate the proposer's ability to finance the project and must include the following:

- Audited financial statements for proposer's last fiscal year or reasonable substitute and explanation why audited statements are not available.
- A three-year history of income and expenses for the proposing entity and/or its parent company, and for each general partner, principal, affiliate, or owner that will participate in the project.

## **7. Implementation Plan and Project Schedule**

Proposals must include:

- A list of required local, state, and Federal land use, environmental, operational, and other regulatory permits and approvals. It is the responsibility of the proposer to determine whether or not the project will comply with current zoning by-laws and, if not, what variances, special permits or modifications are required.
- A project schedule for securing necessary permits and approvals, and for performing all design and installation work necessary to make the Site fully operational for the permitted use under the lease.
- A proposed maintenance regimen and capital program of capital repairs, replacements and/or improvements during the entire term of the lease that can be tracked and documented for the purpose of keeping the equipment in good working condition as well as predicting scheduled access to the grounds, building and equipment.

#### **8. Proposer**

The proposal must include the following information concerning the proposing telecommunications company and the individuals to be involved in the project and their telecommunications experience and their experience (or their contractor's expertise) in performing the demolition and removal of the water tower:

- The name, address, and telephone number of the proposer and the name of any representative authorized to act on his/her behalf. The name of the contact to whom all correspondence should be addressed, and the names and primary responsibilities of each principal of the telecommunications company and of each person who will have management responsibility for the site.
- If the proposer is not an individual doing business under his/her name, the submission must describe the status of the organization (whether a non-profit or charitable institution, a general, limited or limited liability partnership, a corporation, a limited liability company, or a joint venture) and indicate the jurisdiction in which it is registered to do business.
- The exact legal nature of the entity to be named as Tenant in the Lease.
- A summary of the proposer's experience, collectively and individually, with similar projects, containing an explanation of the proposer's ability to pursue permits, financing, engineering, design, and construction.

- Identification of each principal, partner, co-venturer, and subdeveloper participating in the project, and the nature and share of the each participant's ownership in and compensation from the project.
- Confirmation that no local, state, or federal taxes are due and outstanding for the proposer and for the proposed Tenant, if different than the proposer.
- Identification of any SOMWBA-certified Minority-Owned Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) that will have equity shares in the project, and any SOMWBA certified MBE and/or WBE firms the proposer intends to contract with to provide services or materials to the project.
- A Disclosure Statement, including complete information regarding any legal or administrative actions, past, pending, or threatened, that could relate to the conduct of the proposer's (or its principal's or its affiliate's) business and/or its compliance with laws and other governmental requirements.

## 9. **References**

- Proposers must provide a list and brief description of similar projects that have been successfully undertaken by the proposer within the past five years, and provide the name and telephone number of a reference for each.
- Proposers must provide banking references.
- The Commonwealth reserves the right to contact any references submitted. Include the name and telephone number of the contact person for each reference.

## 10. **MBE/WBE Participation**

DCAM encourages, to the greatest extent possible, the active and meaningful equity participation of Minority Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs) as certified by the State Office of Minority and Women Business Assistance (SOMWBA). DCAM also encourages proposers to utilize MBE and WBE firms to provide services and/or materials to the project and service provision and materials provision opportunities for women and minorities. Proposers should state all MBE and WBE participation in the project.

## 11. **Additional Information**

In its consideration of proposals, the Commonwealth reserves the right to request additional information from any or all proposers.

### **SECTION 6 *SELECTION PROCESS AND CRITERIA***

The proposers will be evaluated, based upon the information provided in a proposer's submission in accordance with the submission requirements of this RFP and any amendments thereto, any interviews, references, and additional information requested by DCAM and DPH; any other information from publicly available and verifiable sources; and any other information in the possession of DCAM and/or DPH.

In the selection process, DCAM and DPH reserve the right to negotiate with any or all proposers, to waive any minor informalities in proposals, to reject any or all proposals and to reject portions of proposals and to select other proposals, or to issue a new request for proposals, for any reason deemed appropriate by DCAM and DPH in order to serve the best interests of the Commonwealth.

DCAM and DPH will follow a three-step selection process to select one Tenant:

First, all responsive proposals (i.e. those that are received by DCAM's Office of Real Estate by the submission deadline) will be reviewed for completeness. Any proposal that is submitted by a proposer who does not hold a current FCC license or which does not contain all material items required by this RFP will be deemed non-qualifying and will not be evaluated further. Then, following a review of the proposals that are timely and otherwise properly submitted, DCAM and DPH may choose to conduct interviews with selected proposers. The purpose of any interview will be to clarify proposals and evaluate the proposer's expertise and proposed installation.

Second, qualifying proposals will be evaluated to determine whether or not (i) the proposed installation of a monopole and related equipment on the Site appears to be feasible; and (ii) whether or not the proposer appears to have the qualifications and experience through its own resources or its contractor to successfully demolish and remove the water tower and (iii) whether or not the proposer appears to have the qualifications and financial capacity to perform as proposed and meet the obligations of Tenant under the Lease. The proposer's financial strength will be evaluated, including, without limitation, the quality of banking references, documented availability of credit and ability to meet operating and capital expenditures.

Third, feasible proposals submitted by companies that appear to be qualified and capable of performing will be evaluated to determine which proposal for the Site provides the greatest financial benefit to the Commonwealth. After meeting all of



the criteria above, the highest bidder, as determined by a net present value calculation performed with a uniform discount rate, will be chosen as Tenant at the Site. Landlord reserves the right to negotiate the price of rent with the highest bidder if, in its sole discretion, the rent proposal is below market value.

It is the intention of DCAM and DPH to execute a Lease with the selected proposer for the Site as expeditiously as possible. Therefore, when DCAM and DPH provisionally designate Tenant in writing, application fees become non-refundable and DCAM shall prepare the documents necessary for final execution of a Lease Agreement.

## **SECTION 7 QUESTIONS DURING THE PROPOSAL PERIOD**

All questions during the Proposal Period must be submitted, in writing, before 12 noon on the date that is exactly one week before the pertinent *Submission Deadline Date*. **Please include a correct email address for responses.** Questions should be directed to:

Ms. Mary Gardill  
Project Manager  
DCAM  
One Ashburton Place 15<sup>th</sup> Floor  
Boston, MA 02108-1511

[Marygardill@state.ma.us](mailto:Marygardill@state.ma.us)  
Telephone: 617-727-8090 ext. 508  
Fax: 617-727-6074

DCAM will reply to appropriate questions as soon as possible and before December 11 at 5 pm. To be deemed “appropriate”, the questions must address a matter that requires, in the sole opinion of DCAM, interpretation or clarification by DCAM. Answers will be emailed to proposers. Any verbal interpretations given to prospective proposers will have no authority or effect whatsoever.

## **SECTION 8 OTHER INFORMATION**

### ***Public Records***

All proposals and information submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G.L. Chapter 66, Section 10, and Chapter 4, Section 7, Subsection 26. Any statements reserving any confidentiality or privacy rights in submitted proposals or otherwise inconsistent with these statutes are void and will be disregarded.

## APPENDIX A

### SITE DESCRIPTION

#### Western Massachusetts Hospital

Located in Westfield, this hospital campus is comprised of a number of structures on approximately 185 acres of land. The hospital is in the vicinity of the Massachusetts Turnpike. Located on top of a hill is a large abandoned water tower. Tenant will be permitted to erect a monopole on the site currently occupied by the abandoned water tower, and Tenant will be required to demolish the existing water tower as a condition to the lease. Tenant will be responsible for the maintenance and repair of the monopole and for all installations located on the leased site. The location and terms of access to the water tower area will be set forth in the lease.

## APPENDIX B

### PROPOSAL COVER SHEET

Attached is a proposal to lease certain property owned by the Commonwealth of Massachusetts for the purpose of installing, operating and maintaining wireless telecommunications antennas. The undersigned proposes to lease premises from the Commonwealth of Massachusetts upon the terms and conditions specified in this proposal, which is submitted in response to the Request for Proposals issued by the Division of Capital Asset Management (DCAM).

I have read, understand, and agree to comply with the terms and conditions set forth in DCAM's Request for Proposals dated, November 20, 2002, including without limitation, the obligation to execute a lease including, but not limited to, those terms and conditions outlined in Section 4 of the RFP *Lease Information and Guidelines*.

I agree that all expenses related to the preparation of this proposal are at the proposer's sole expense, including any costs related to any brokerage or third party representation engaged by the proposer.

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without fraud or collusion with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I have attached three full copies of the proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Print Name:

\_\_\_\_\_

Organization:

\_\_\_\_\_

Address:

\_\_\_\_\_

Telephone:

\_\_\_\_\_

## APPENDIX C

### RENT PROPOSAL

To DCAM:

The undersigned FCC-licensed wireless-telecommunications-service-provider or telecommunications-facilities-management company proposes to enter into a lease for premises at the following Site):

Western Massachusetts Hospital

The total ten-year rent proposed is \$\_\_\_\_\_, payable in advance in annual installments as follows:

Year 1	\$_____	Year 6	\$_____
Year 2	\$_____	Year 7	\$_____
Year 3	\$_____	Year 8	\$_____
Year 4	\$_____	Year 9	\$_____
Year 5	\$_____	Year 10	\$_____

The number of subleases and/or licenses is estimated to be \_\_\_\_\_.  
For each sublease or license, the greater of \_\_\_\_\_% of the sublease rent or license fee or \$\_\_\_\_\_ is payable in advance in annual installments, and prorated if applicable. The following rent increase resulting from subleases and/or licenses is estimated as follows:

Year 1	\$_____	Year 6	\$_____
Year 2	\$_____	Year 7	\$_____
Year 3	\$_____	Year 8	\$_____
Year 4	\$_____	Year 9	\$_____
Year 5	\$_____	Year 10	\$_____

Deposit: \$\_\_\_\_\_

Minimum Three Month's Rent

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Print Name: \_\_\_\_\_

Organization: \_\_\_\_\_

## APPENDIX D

### **MEPA AGREEMENT**

The undersigned in partial consideration and as a condition to the lease of a portion of Commonwealth land and improvements at The Western Massachusetts Hospital in Westfield, Massachusetts (the "Land") acknowledges and agrees that if there is any work or activities proposed on the Land which meets or exceeds a review threshold under the Massachusetts Environmental Policy Act ("MEPA") regulations at 301 C.M.R. 11.00 et. seq. ("MEPA Regulations"), then prior to "Commencement of Construction" as defined under the MEPA Regulations, the undersigned shall file or cause to be filed with the MEPA Office at the Executive Office of Environmental Affairs, all such documents as are required by the MEPA Regulations in connection with such work or activities and shall complete the MEPA process. In any such filing, the fact that the Land was acquired from the Commonwealth within five years of the lease shall be disclosed. The undersigned also acknowledges that the MEPA Regulations provide that the scope of review of a project undertaken on land leased from the Commonwealth extends to all aspects of the project undertaken on such Land that are likely, directly or indirectly, to cause Damage to the Environment, as more specifically provided in the MEPA Regulations. The undersigned also agrees to provide to the Division of Capital Asset Management and Maintenance evidence of satisfaction of these MEPA requirements with respect to any work or activity at the Land occurring within five years after the execution and delivery of the lease.

This agreement survives the execution of the lease and binds the undersigned and its successors and assigns.

Executed under seal

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Received By The Commonwealth of  
Massachusetts Division of Capital  
Asset Management and Maintenance

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX E

### Assumption of Risk and Indemnification Agreement

#### Western Massachusetts Hospital Site Inspection

The undersigned, in consideration of being allowed to enter upon property of the Commonwealth of Massachusetts (the "Commonwealth"), assumes each and every risk of any and all personal injury, including death, and/or of any property damage, including loss, that occurs during any examination, inspection, and/or other presence by the undersigned, and/or by any consultant and/or contractor of the undersigned, and the undersigned agrees to protect, defend, indemnify, and hold the Commonwealth and its employees, contractors, and agents blameless and harmless with respect to any and all of the same, and to repair and/or restore, to the reasonable satisfaction of the Commonwealth, and to indemnify the Commonwealth with respect to any damage to and/or any loss of any property of the Commonwealth with respect such entry. Before entering the property of the Commonwealth, the undersigned shall execute and date this agreement and deliver it to the Division of Capital Asset Management and Maintenance with a certificate of the insurance coverage required by Attachment 1 to this agreement.

(Signature) \_\_\_\_\_

(Date)\_\_\_\_\_

Print Name: \_\_\_\_\_

Organization: \_\_\_\_\_